

APPLICATION AND AGREEMENT FOR USE OF FACILITIES AT THE BALEARIC COMMUNITY CENTER

City of Costa Mesa
Administrative Services Dept.
Recreation Division
77 Fair Drive, Costa Mesa, CA 92626
(714) 754-5300

Date: _____

Permit No.: _____

CSR #: _____

FACILITIES REQUESTED: _____

FACILITY USER

Name of Organization _____

Person in Charge _____ Title _____

Address _____

City _____ Zip _____ Phone _____

Is Organization Membership Open to the Public? ☐ Yes ☐ No

Group's Agreement

We hereby certify that we shall be personally responsible on behalf of our organization for any damage or unnecessary abuse of buildings or equipment on said premises by our organization.

Applicant agrees to hold the City of Costa Mesa harmless and free from any liability of any nature, arising out of the use of City Recreational Facilities, to include reimbursement of any legal costs and attorney fees incurred in defense of such claims. WE AGREE TO ABIDE BY AND ENFORCE THE RULES AND REGULATIONS OF THE CITY OF COSTA MESA AND CERTIFY THAT WE HAVE READ AND AGREE TO THE RULES AND REGULATIONS ON THE BACK OF THIS APPLICATION AS TERMS HEREIN. IF LIABILITY INSURANCE IS REQUIRED, THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL PROOF OF INSURANCE IS RECEIVED BY THE CITY.

Date _____ Signature _____

Title _____ Phone _____

FACILITY USE INFORMATION

Date(s) _____ Day(s) _____

Time(s) From _____ To _____ Total Hours _____

Purpose of Meeting/Program _____

Anticipated Attendance? _____ If a bingo game, has permit been obtained? ☐ Yes ☐ No

Open to Public? ☐ Yes ☐ No Donations Accepted? ☐ Yes ☐ No

Amount of Admission or Donation per Person \$ _____

Purpose of this Charge _____

Is Your Group Engaged in Commercial Activities or in Competition with Private Enterprise? ☐ Yes ☐ No

Will security guards be present at the meeting/program? ☐ Yes ☐ No

Please notify Recreation of any cancellation of Facilities reserved so space will be available to others.

HOLD HARMLESS AND INDEMNITY AGREEMENT

I, facility user, have expressed the desire to utilize a City facility as stated on this application. We, the City of Costa Mesa, agree to provide access to the facility requested on this application.

NOW, THEREFORE, for and in consideration of the covenants herein contained, performed, and to be performed, the parties hereto agree as follows:

- A. CITY shall schedule access to and make all provisions for FACILITY USER to enter and use said public facility as required for him to fulfill the purpose of this Agreement.
- B. Designate in writing an Administrating Officer to act as CITY's representative with respect to the use of the facility contemplated hereunder. Such person shall have complete authority to transmit instructions, receive information, and interpret and define CITY's requirements in connection with said use.
- C. FACILITY USER hereby agrees to defend at his own cost and to indemnify and hold harmless CITY, its officers, agents and employees from and against any and all liability, damages, costs, losses, claims and expenses, including attorney fees, howsoever caused, resulting directly or indirectly from or connected with the performance of this Agreement (including but not limited to such liability, cost, damage, loss, claim or expense, arising from the death or injury to an agent, member, or invitee, or employee of FACILITY USER, or of CITY or damage to the property of FACILITY USER, or of CITY or of any agent, member, invitee, or employee of FACILITY USER, or of CITY), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of CITY or any of its agents or employees other than negligent omission or commissions of CITY, its agents or employees, in connection with the general supervision or direction of the use of said facility. FACILITY USER, in addition to the foregoing, specifically shall indemnify and save harmless CITY, any and all of CITY'S officers, agents, and employees, from any liability by reason of California safe place of employment, minimum hours and wages, and fair employment practices statutes or similar provisions pertaining to the use of said public facility or safety of materials or equipment supplied by CITY or others at the direction of CITY and used in the performance of the purpose hereunder.
- D. It is further understood and agreed that FACILITY USER shall be acting at all times as an independent contractor herein and not as an employee of CITY. FACILITY USER shall secure at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation and other payroll deductions for FACILITY USER and his officers, agents and employees and all business licenses, if any, in connection with the use of said facility.
- E. CITY may at its option, elect to require FACILITY USER to secure and maintain throughout the period of use contemplated under this Agreement, bodily injury and property damage liability insurance with policy limits of not less than a \$1,000,000 combined single limit, with CITY and its officers and employees as an additionally named insured. Such policy or policies of insurance shall further provide that said policies of FACILITY USER shall be primary coverage over any insurance held by CITY that may be applicable.
- F. FACILITY USER shall comply with all laws, ordinances, and regulations during the use of the facility. The CITY reserves the right to terminate this Agreement at any time without cause and immediately take possession of the facility after written notice is delivered to the FACILITY USER.
- G. The provisions hereof and the exhibits hereto annexed represent the entire Agreement between the parties. This Agreement, the exhibits hereto and any special provisions to which this Agreement is subject may only be altered, amended, or rescinded by a duly executed written Agreement. Should a dispute arise concerning the terms of this Agreement, the CITY shall be entitled to recover attorney fees and costs litigation and resolution of the dispute.

Executed in the City of Costa Mesa. County of Orange. State of California, and subject to the laws thereof.